APPENDIX 1

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

WILLETT MOTOR COACH CO., a foreign corporation, individually and on behalf of other taxpayers,

Plaintiff,

v.

No. 80 CH 4044

BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, ROBINSON BUS SERVICE, INC., an Illinois corporation, NORTHTOWN BUS SERVICE, LTD., an Illinois corporation, STEWART BUS COMPANY, INC., an Illinois corporation, STUDENT TRANSIT CORPORATION, BRADFORD SCHOOL BUS TRANSIT, INC., ELOYSE CARNEY SCHOOL BUS SERVICE, INC., RAPID BUS CO., J/B TRANSPORTATION, INC., ART'S TRANSPORTATION, INC., RANSOM TRANSPORTATION, BONAPARTE & JOHNSON, A & G CHARTER BUS SERVICE, SLEDGE TRANSPORTATION, J. L. HARRIS TRANSPORTATION, and A & D DAVENPORT TRANSPORTATION, an Illinois corporation,

Defendants.

FOR INJUNCTION AND DECLARATORY RELIEF

SECOND AMENDED COMPLAINT

Plaintiff, WILLETT MOTOR COACH CO., by its attorneys, TENNEY & BENTLEY, complains of defendants, BOARD OF EDUCATION OF THE CITY OF CHICAGO, ROBINSON BUS SERVICE, INC., NORTHTOWN BUS SERVICE, LTD., STEWART BUS COMPANY, INC., STUDENT TRANSIT CORPORATION, BRADFORD SCHOOL BUS TRANSIT, INC., ELOYSE CARNEY SCHOOL BUS SERVICE, INC., RAPID BUS CO., J/B TRANSPORTATION, INC., ART'S TRANSPORTATION, INC., RANSOM TRANSPORTATION, BONAPARTE & JOHNSON, A & G CHARTER BUS SERVICE, SLEDGE TRANSPORTATION, J.L. HARRIS TRANSPORTATION and A & D DAVENPORT TRANSPORTATION, INC., and states as follows:

1. Plaintiff, WILLETT MOTOR COACH CO., ("Willett") a foreign corporation licensed to do business in Illinois, is engaged in the business of providing busing services for the transportation of students attending Chicago Public Schools which are under the administration, auspices and control of defendant, BOARD OF EDUCATION OF THE CITY OF CHICAGO ("Board of Education"). Willett is a taxpayer of the State of Illinois, County of Cook and City of Chicago.

2. For the last 54 years Willett has provided busing services for the Board of Education, in connection with the transportation of handicapped pupils attending Chicago Public Schools.

3. On or about March 12, 1980, the Board of Education solicited bids for contracts to provide approximately 403 buses and other vehicles to be used for the transportation of handicapped children attending Chicago Public Schools for the period from September, 1980 through August, 1983. A copy of the Solicitation of Bids is attached hereto and made a part hereof as Exhibit A.

4. Willett received the Solicitation of Bids on or about March 13, 1980.

5. On or about March 21, 1980, the Board of Education amended the Solicitation of Bids. Said amendment was recited in a notice to bidders, a copy of which is attached hereto and made a part hereof as Exhibit B, and provides in relevant part:

Page 1, Section No. 3 titled Cancellation and Extension of Agreement—Delete the words "by the Board of Education of the City of Chicago" and replace with the words "by either party".

5 a. Pursuant to Chapter V, Section 5-4 of the Rules of the Board of Education, the Board of Education is required to advertise solicitations of formal bids in a newspaper of general circulation published in the City of Chicago. Chapter V, Section 5-4 of the Rules of the Board of Education reads in relevant part, as follows:

Sec. 5-4. Solicitation of Bids.

* * * *

Solicitation of formal bids shall be advertised in a newspaper of general circulation published in the City of Chicago at least 10 days before the bid date

. . . .

5 b. A copy of the publication that the Board of Education published to satisfy the advertisement requirements of Section 5-4 above is attached hereto and incorporated herein as Exhibit C.

5 c. Said publication was defective and inadequate to comply with the advertisement requirements of Section 5-4 above in that said publication failed to inform prospective bidders of the number of buses to be bid, the term of the contract, or any other provision contained in said Solicitation of Bids.

5 d. The Board of Education failed to publish the March 21, 1980 amendment to the Solicitation of Bids.

6. The effect of the amendment to the Solicitation of Bids alters the contract to permit a successful bidder to cancel its obligations to the Board of Education unilaterally on sixty-days notice. Without this amendment, a successful bidder would be obligated to perform its obligations for three years.

7. Said amendment caused a change in the Solicitation of Bids which is contrary to the interests of the Board of Education, in that, pursuant to said amendment, a successful bidder is authorized to cancel the con-

tract unilaterally if said bidder cannot fulfill its obligations pursuant to said contract.

8. The Board of Education mailed said notice to all prospective bidders listed on its List of Prospective Bidders, except that no notice was mailed to or otherwise communicated to Willett.

9. On April 15, 1980, Willett submitted its proposal to the Board of Education pursuant to the original Solicitation of Bids. On or prior to this date, no officer, director, agent or other representative of Willett had any knowledge that the Solicitation of Bids had been amended and had no knowledge of the March 21, 1980 notice.

10. On April 15, 1980, defendants, Robinson Bus Service, Inc., Northtown Bus Service. Ltd., Stewart Bus Company, Inc., Student Transit Corporation, Bradford School Bus Transit, Inc., Eloyse Carney School Bus Service, Inc., Rapid Bus Co., J/B Transportation, Inc., Art's Transportation, Inc., Ransom Transportation, Bonaparte & Johnson, A & G Charter Bus Service, Sledge Transportation, J. L. Harris Transportation, A & D Davenport, and former defendants Spears Transportation, Inc. Paige Transportation Co., and NHL Transportation, (hereinafter collectively referred to as "other bidders"), submitted their respective proposals pursuant to the Solicitation of Bids.

11. The changes contained in the amendment to the Solicitation of Bids were material factors to be considered in preparing bids and materially affected Willett's bid and other bidders' bids. Specifically, the information contained in the amendment substantially damaged Willett's labor negotiating stance; reduced the cost of the performance bond required by the Solicitation of Bids; and relieved bidders of the risk of labor increases beyond the wage escalation allowances contained in the Solicitation of Bids. Furthermore, Willett's lack of knowledge pertaining to said amendment, specifically described in paragraph 9 of this complaint, increased Willett's cost of performance bonding, placing Willett at a further economic disadvantage.

12. Had Willett received, or been aware of, the amendment, plaintiff would have submitted a proposal to defendant, Board of Education, in an amount less than the total amounts bid by the successful bidders.

13. Willett is informed and believes that other bidders received the notice of amendment prior to submitting their respective proposals to the Board of Education and thereby gained an unfair advantage with respect to the formulation and submission of their bids to the Board of Education.

14. Willett is informed and believes that the Board of Education awarded contracts pursuant to the Solicitation of Bids on June 11, 1980.

15. Willett and other taxpayers have been immediately and irreparably injured by the Board of Education awarding of contracts pursuant to the proposals received on April 15, 1980, in that:

(a) Willett has been denied an opportunity to submit a competitive proposal based upon the Solicitation of Bids as amended;

(b) Willett may be required to liquidate 486 buses valued at 2.8 million dollars (book value);

(c) Willett may be required to liquidate service equipment, parts, real estate and buildings which are maintained in connection with the business of busing school children;

(d) Willett may be forced out of business leaving the Board of Education with no responsible transportation company to fulfill its transportation requirements in the event one or more of the successful bidders elects to exercise its right to cancel its obligations on sixty-days notice.

(e) Willett has a labor agreement which still has two years to run under which it employs approximately 500 drivers, many of which it has employed for many years, which has been shaped to meet Board of Education requirements, requiring skills of a highly professional nature because of the special requirements for the transportation of physically and mentally handicapped

children and Willett will be forced to lay off and terminate the service of such skilled employees.

15 a. If the Board of Education rebids the Solicitation of Bids with proper publication and proper notice to prospective bidders, the bids will be less than the total amount bid and accepted by the Board of Education pursuant to the original Solicitation of Bids.

16. Willett and other taxpayers have no adequate remedy at law.

17. As a result of the Board of Education awarding bids to other bidders, the taxpayers have been irreparably damaged and will continue to be so damaged if this court does not enter the injunction relief requested below.

WHEREFORE, plaintiff WILLETT MOTOR COACH CO., prays for the entry of the following relief:

A. *Injunctive Relief*:

1. For a preliminary and permanent injunction requiring the Board of Education to revoke any and all contracts awarded pursuant to the Solicitation of Bids in connection with the transportation of handicapped children attending Chicago Public Schools for the period from September, 1980 through August, 1983 and further requiring the Board of Education to rebid this Solicitation of Bids attached hereto as Exhibit A.

B. Declaratory Relief:

For the entry of a declaratory judgment declaring that the bidding procedure followed by the Board of Education is illegal and improper and declaring all bids received pursuant to said bidding procedure to be null and void.

WILLETT MOTOR COACH CO.

By /s/ Richard J. Cochran

Tenney & Bentley
69 West Washington Street
Suite 2000
Chicago, Illinois 60602
236-4787

VERIFICATION

DAVID HOWELL, having been duly sworn on oath, deposes and states that he is the Chairman of WILLETT MOTOR COACH CO., that he has knowledge of the facts alleged in the foregoing second amended complaint and that the same are true in substance and in fact.

/s/ David W. Howell

Subscribed and sworn to before me
this 14th day of July, 1980.

/s/ Richard J. Cochran
Notary Public

APPENDIX 2

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT — CHANCERY DIVISION

WILLETT MOTOR COACH CO., *Plaintiff,*	)	
v.	)	No. 80 CH 4044
BOARD OF EDUCATION OF THE CITY OF CHICAGO, et al., *Defendants.*	)	

ANSWER TO SECOND AMENDED COMPLAINT

NOW COMES, STEWART BUS COMPANY, ROBINSON BUS SERVICE and RAPID TRANSPORTATION, INC., Intervenor-Defendants herein, by their Attorney, THOMAS N. TODD for their Answer to Second Amended Complaint herein, state:

1. Intervenors admit the allegations of Paragraph 1.

2. Intervenors are without sufficient knowledge or information to form a belief as to the truth or falsity of Paragraph 2.

3. Intervenors admit the allegations of Paragraph 3.

4. Intervenors are without sufficient knowledge or information to form a belief as to the truth or falsity of Paragraph 4.

5. Intervenors admit the allegations of Paragraph 5.

5a. Intervenors admit the allegations of Paragraph 5a.

5b. Intervenors admit the allegations of Paragraph 5b.

5c. Intervenors deny the allegations of Paragraph 5c.

5d. Intervenors are without sufficient knowledge or information to form a belief as to the truth or falsity of Paragraph 5d.

6. Intervenors deny the allegations of Paragraph 6.

7. Intervenors deny the allegations of Paragraph 7.

8. Intervenors are without sufficient knowledge or information to form a belief as to the truth or falsity of Paragraph 8.

9. Intervenors admit that the bid was submitted, but are without sufficient knowledge or information to form a belief about the remainder of the allegations of Paragraph 9.

10. Intervenors admit the allegations of Paragraph 10.

11. Intervenors are without sufficient information or knowledge to form a belief as to the truth or falsity of Paragraph 11.

12. Intervenors are without sufficient knowledge or information to form a belief as to the truth or falsity of Paragraph 12.

13. Intervenors are without sufficient knowledge or information to form a belief as to the truth or falsity of Paragraph 13.

14. Intervenors admit the allegations of Paragraph 14.

15. Intervenors deny the allegations of Paragraph 15.

15a. Intervenors deny the allegations of Paragraph 15a.

16. Intervenors deny the allegations of Paragraph 16.

17. Intervenors deny the allegations of Paragraph 17.

WHEREFORE, Intervenors-Defendants pray as follows:

1. That Plaintiff's request for Injunctive Relief be denied.

2. That Plaintiff's request for Declaratory Judgment be denied.

3. For Attorney Fees and any and all other relief that this Court deems appropriate.

ROBINSON BUS SERVICE
STEWART BUS COMPANY and
RAPID TRANSPORTATION
By /s/ Thomas N. Todd
Attorney for Intervenors-Defendants

Thomas N. Todd
One North LaSalle
Suite 1348
Chicago, IL 60602
(312) 236-9476

VERIFICATION

THOMAS N. TODD, having been duly sworn on oath, deposes and says that he is the Attorney for STEWART BUS COMPANY, ROBINSON BUS SERVICE and RAPID TRANSPORTATION, Intervenors-Defendants herein, that he has knowledge of the facts contained in the foregoing Answer to the Second Amended Complaint and that the same are true in substance and in fact.

/s/ Thomas N. Todd

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 16th day of October, 1980.
/s/ Betty C. Terry
Notary Public

APPENDIX 3

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT — CHANCERY DIVISION

WILLETT MOTOR COACH CO., *Plaintiff,*	)	
v.	)	No. 80 CH 4044
BOARD OF EDUCATION OF THE CITY OF CHICAGO, et al., *Defendants.*	)	

ANSWER OF INTERVENORS STUDENT TRANSIT CORPORATION AND NORTHTOWN BUS SERVICE, LTD. TO SECOND AMENDED COMPLAINT

Student Transit Corporation and Northtown Bus Service, Ltd., intervenor defendants herein, by their attorneys, Freeman, Atkins & Coleman, Ltd., for their answer to the Second Amended Complaint herein state:

1-2. They are without knowledge or information to form a belief as to the truth or falsity of the allegations in paragraphs 1-2 of the Second Amended Complaint and, therefore, neither admit nor deny the same but demand strict proof thereof insofar as they may be relevant to these proceedings.

3. They admit the allegations of paragraph 3 of the Second Amended Complaint.

4. They are without knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 4 of the Second Amended Complaint and, therefore, neither admit nor deny the same but demand strict proof thereof insofar as they may be relevant to these proceedings.

5-5(b). They admit the allegations of paragraph 5-5(b) of the Second Amended Complaint.

5(c)-5(d). They are without knowledge or information to form a belief as to the truth or falsity of the allegations in paragraphs 5(c)-5(d) of the Second Amended Complaint and, therefore, neither admit nor deny the same but demand strict proof thereof insofar as they may be relevant to these proceedings.

6. They admit the allegations of paragraph 6 of the Second Amended Complaint.

7-9. They are without knowledge or information to form a belief as to the truth or falsity of the allegations in paragraphs 7-9 of the Second Amended Complaint and, therefore, neither admit nor deny the same but demand strict proof thereof insofar as they may be relevant to these proceedings.

10. They admit the allegations of paragraph 10 of the Second Amended Complaint insofar as said allegations relate to Student Transit Corporation and Northtown Bus Service, Ltd., and are without knowledge or information to form a belief as to the truth or falsity of the remainder of the allegations of paragraph 10.

11-13. They are without knowledge or information to form a belief as to the truth or falsity of the allegations in paragraphs 11-13 of the Second Amended Complaint and, therefore, neither admit nor deny the same but demand strict proof thereof insofar as they may be relevant to these proceedings.

14. They admit the allegations of paragraph 14 of the Second Amended Complaint.

15. They deny the allegations of paragraph 15 of the Second Amended Complaint.

16. Plaintiff does not state a claim upon which legal, equitable or declaratory relief can be granted; has not been injured by the actions of any defendant or intervenor-defendant; and has not suffered any wrong for which the law should provide a remedy.

17. They deny the allegations of paragraph 17 of the Second Amended Complaint.

AFFIRMATIVE DEFENSES:

A. The Second Amended Complaint filed herein fails to state a cause of action at law or in equity.

B. The plaintiffs lack standing to bring this action.

WHEREFORE, intervenor-defendants Student Transit Corporation and Northtown Bus Service, Ltd. pray that this action be dismissed without prejudice and that they may have judgment entered herein in their favor with prejudice and for costs.

Respectfully submitted,

FREEMAN, ATKINS & COLEMAN, LTD.

By: /s/ Kenneth P. Ross
One of the Attorneys
for Intervenors

Robert S. Atkins
Kenneth P. Ross
Freeman, Atkins & Coleman, Ltd.
100 West Monroe Street, 21st Fl.
Chicago, Illinois 60603
782-0337

STATE OF ILLINOIS
COUNTY OF COOK—ss

BERNARD COHEN, being first duly sworn on oath, deposes and says that he is an officer of and is the duly authorized agent in this behalf of the defendant-intervenor Student Transit Corporation; that he has read the above and foregoing Answer by him subscribed; that

he knows the contents thereof, and that the same are true to the best of his knowledge.

/s/ Bernard Cohen

SUBSCRIBED AND SWORN To before me
this 18th day of September, 1980.

/s/ Karen Boos
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK—SS

JULIUS POLAN, being first duly sworn on oath, deposes and says that he is an officer of and is the duly authorized agent in this behalf of the defendant-intervenor Northtown Bus Service; that he has read the above and foregoing Answer by him subscribed; that he knows the contents thereof, and that the same are true to the best of his knowledge.

/s/ Julius Polan

SUBSCRIBED AND SWORN To before me
this 18th day of September, 1980.

/s/ Barbara J. Harris
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK—SS

AFFIDAVIT OF FILING AND SERVICE

Ursula Anderson, a non-attorney on oath states that she caused the within Answer of Intervenors Student Transit Corporation and Northtown Bus Service, Ltd. to Second Amended Complaint to be filed with the Clerk of the Circuit Court of Cook County, Chancery Division, and served same by mailing copies thereof, with proper postage prepaid, to counsel of record per the attached service list, all this 22nd day of September, 1980.

/s/ Ursula Anderson

Subscribed and sworn to before me
this 22nd day of September, 1980

/s/ Karen Boos
Notary Public

SERVICE LIST

Marc D. Ginsberg
Tenney & Bentley
69 West Washington
Chicago, IL 60602

Thomas Todd
1 N. LaSalle
Chicago, IL 60602

Albert I. Zemel
134 N. LaSalle
Chicago, IL 60602

Michael J. Murray
Board of Education
228 N. LaSalle St.
Chicago, IL 60601

Edward C. Peterson
Board of Education
228 N. LaSalle St.
Chicago, IL 60601

APPENDIX 4

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT — CHANCERY DIVISION

WILLETT MOTOR COACH CO., *Plaintiff,*	)	
v.	)	No. 80 CH 4044
BOARD OF EDUCATION OF THE CITY OF CHICAGO, et al., *Defendants.*	)	

REPLY TO AFFIRMATIVE DEFENSES OF INTERVENOR-DEFENDANTS STUDENT TRANSIT CORPORATION AND NORTHTOWN BUS SERVICE, LTD.

Plaintiff, WILLETT MOTOR COACH CO., by its attorneys, TENNEY & BENTLEY, hereby replies to the affirmative defenses of intervenor-defendants Student Transit Corporation and Northtown Bus Service, Ltd. and states:

1. Plaintiff denies each and every allegation contained in paragraph A of intervenor-defendants' affirmative defenses.

2. Plaintiff denies each and every allegation contained in paragraph B of intervenor-defendants' affirmative defenses.

WHEREFORE, plaintiff, WILLETT MOTOR COACH CO., requests that the affirmative defenses of intervenor-

defendants Student Transit Corporation and Northtown Bus Service, Ltd., be stricken and dismissed with prejudice and that plaintiff be awarded its costs incurred herein.

TENNEY & BENTLEY

By /s/ Richard J. Cochran
Attorneys for Plaintiff

Tenney & Bentley
69 W. Washington Street
Suite 2000
Chicago, Illinois 60602
236-4787

VERIFICATION

RICHARD J. COCHRAN, being first duly sworn on oath, deposes and states that he is one of the attorneys for plaintiff, WILLETT MOTOR COACH CO.; that he has read the above reply to affirmative defenses of intervenor-defendants Student Transit Corporation and Northtown Bus Service, Ltd.; that he knows the contents thereof, and that the same are true to the best of his knowledge and belief.

/s/ Richard J. Cochran

Subscribed and sworn to before me
this 15th day of October, 1980.

/s/ Charmain J. Judge
Notary Public

APPENDIX 5

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

WILLETT MOTOR COACH CO., a foreign corporation, individually and on behalf of other taxpayers, *Plaintiff,*	)	
v.	)	No. 80 CH 4044
BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, et al., *Defendants.*	)	

ANSWER TO SECOND AMENDED COMPLAINT

The BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, defendant herein, by its Attorney, MICHAEL J. MURRAY, for its answer to the second amended complaint herein states:

1. It is without knowledge or information sufficient to form a belief as to whether plaintiff is a taxpayer of the State of Illinois, County of Cook and City of Chicago, and therefore neither admits nor denies the same but demands strict proof thereof insofar as they may be relevant to these proceedings. It admits the remaining allegations of Paragraph 1 of the second amended complaint.

2-3. It admits the allegations of Paragraphs 2 and 3 of the second amended complaint.

4. It is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 4 of the second amended complaint and, therefore, it neither admits nor denies the same but demands strict proof thereof insofar as they may be relevant to these proceedings.

5-5b. It admits the allegations of paragraphs 5 to 5b of the second amended complaint.

5c. The allegations of paragraph 5c of the second amended complaint are erroneous conclusions of the pleader which ought to be stricken and which conclusions are denied. Further answering, it alleges that said publication was in fact sufficient so that plaintiff and other bidders did in fact obtain adequate information for the submission of a bid.

5d. The allegations of paragraph 5d of the second amended complaint are irrelevant, incompetent and immaterial in that Board Rule 5-4 does not require the publication of amendments to Solicitation of Bids.

6. It admits the allegations of paragraph 6 of the second amended complaint.

7. The allegations of paragraph 7 of the second amended complaint are incompetent and erroneous conclusions of the pleader which ought to be stricken and which conclusions are denied.

8. It denies the allegations of paragraph 8 of the second amended complaint.

9. It admits that plaintiff submitted its proposal on April 15, 1980. It is without knowledge or information sufficient to form a belief as to the remaining allegations of paragraph 9 of the second amended complaint and therefore it neither admits nor denies the same but demands strict proof thereof insofar as they may be relevant to these proceedings.

10. It admits the allegations of paragraph 10 of the second amended complaint.

11. It denies the allegations of paragraph 11 of the second amended complaint.

12. It denies the allegations of paragraph 12 of the second amended complaint.

13. It denies the allegations of paragraph 13 of the second amended complaint.

14. It admits the allegation of paragraph 14 of the second amended complaint.

15. It denies the allegations of paragraph 15 of the second amended complaint.

15a. It denies the allegations of paragraph 15a of the second amended complaint.

16. Plaintiff has not been injured by the actions of this defendant and therefore plaintiff has not suffered any wrong for which the law should provide a remedy.

17. It denies the allegations of paragraph 17 of the second amended complaint.

WHEREFORE, the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, defendant herein, by its Attorney, MICHAEL J. MURRAY, prays that this action be dismissed as to it and that it may have judgment entered herein in its favor with prejudice and for costs.

BOARD OF EDUCATION OF
THE CITY OF CHICAGO,
a body politic and corporate,

By /s/ WILLIAM J. MERGES,
Assistant Director of Purchases

MICHAEL J. MURRAY,
Attorney,
EDWARD C. PETERSON,
Assistant Attorney,
228 North LaSalle Street
Chicago, Illinois 60601
641-3900

STATE OF ILLINOIS
COUNTY OF COOK—SS

WILLIAM J. MERGES, being first duly sworn on oath, deposes and says that he is Assistant Director of Purchases and is the duly authorized agent in this behalf of the defendant Board of Education of the City of Chicago; that he has read the above and foregoing Answer by him subscribed; that he knows the contents thereof, and that the same are true to the best of his knowledge.

/s/ WILLIAM J. MERGES

SUBSCRIBED AND SWORN To before me
this ..... day of July, 1980.

/s/ _____
Notary Public

CERTIFICATE OF MAILING

EDWARD C. PETERSON, one of the attorneys for defendant, Board of Education of the City of Chicago, certifies that a copy of the foregoing Answer was served by mail this ..... day of July, 1980, on all parties not yet held in default.

/s/ EDWARD C. PETERSON

APPENDIX 6

STATEMENT PURSUANT TO U.S. SUP. CT. RULE 28.1

Respondent, WILLETT MOTOR COACH CO., has the following parent company: WILLETT, INC.

Respondent, WILLETT MOTOR COACH CO. has the following affiliates: THE WILLETT COMPANY (ILL.), WILLETT NATIONALEASE CO., WILLETT EQUIPMENT COMPANY, WILLETT TRANSPORTS, INC., WILLETT INTERSTATE SYSTEM, INC., WILLETT OF TEXAS, INC., TRANSPORT DRIVERS, INC., CROSSTOWN SERVICES, INC., SKYLINE INTERMODAL SERVICES, INC., AMI EQUIPMENT CO., SPEARS TRANSPORTATION, INC., and MIDWEST BUS SALES, INC.

Respondent, WILLETT MOTOR COACH CO., has no subsidiaries.

APPENDIX 7

STATUTES

28 U.S.C. §1257(3)

§1257. State courts; appeal; certiorari

Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court as follows:

* * *

(3) By writ of certiorari, where the validity of a treaty or statute of the United States is drawn in question or where the validity of a State statute is drawn in question on the ground of its being repugnant to the Constitution, treaties or laws of the United States, or where any title, right, privilege or immunity is specially set up or claimed under the Constitution, treaties or statutes of, or commission held or authority exercised under, the United States.

U.S. Sup. Ct. Rule 21.1(h), 28 U.S.C.

Rule 21. The petition for certiorari

1. The petition for writ of certiorari shall contain, in the order here indicated:

* * *

(h) If review of the judgment of a state court is sought, the statement of the case shall also specify the stage in the proceedings, both in the court of first instance and in the appellate court, at which the federal questions sought to be reviewed were raised; the method or manner of raising them and the way in which they were passed upon by the court; such pertinent quotation of specific portions of the record,

or summary thereof, with specific reference to the places in the record where the matter appears (e.g., ruling on exception, portion of court's charge and exception thereto, assignment of errors) as will show that the federal question was timely and properly raised so as to give this Court jurisdiction to review the judgment on writ of certiorari.

Where the portions of the record relied upon under this subparagraph are voluminous, they shall be included in the appendix referred to in subparagraph 1(k) of this Rule.
